

TERMS & CONDITIONS

1. Acceptance of these Terms

- 1.1 These terms of use ("**Terms**") govern your use of our SofaX mobile application and/or sofa.com website ("**SofaX Platform**"), products and services made available by us at the SofaX Platform ("**Services**"), operated by SofaX Sdn Bhd (Company Registration Number: 201901002270 (1311596-P)) ("**SofaX**"). By using the SofaX Platform and /or Services, you signify your agreement (whether on behalf of yourself or the entity that you represent) to these Terms as well as the Privacy Policy, incorporated herein.
- 1.2 If you do not agree to any of these Terms, please do not access and/or use the SofaX Platform and/or Services.
- 1.3 You must access or use the SofaX Platform and/or Services only if you are at least 18 years of age and can form legally binding contracts. If you are under the age of 18, your parent or guardian must agree to these Terms on your behalf.
- 1.4 We may, in our sole discretion, modify or revise these Terms at any time, and you agree to such modifications or revisions by your continual usage of the SofaX Platform and/or Services. Nothing in these Terms shall be deemed to confer any third-party rights or benefits.
- 1.5 These Terms will remain in full force and effect while using the SofaX Platform and/or Services.

2. Account

- 2.1 In order to use certain features of the SofaX Platform and/or Services, you will need to register for an account ("**Account**") and provide accurate and complete information. You represent that: -
 - (a) all information submitted by you is truthful and accurate; and
 - (b) you will maintain the accuracy of such information.
- 2.2 You are solely responsible for the activity that occurs on your Account and you must keep your Account password secure. You must immediately notify us of any unauthorized use of your account or any breach of security. We will not be liable for any loss or damage arising from the unauthorized use of your Account and you may be liable for the losses of us due to such unauthorized use.
- 2.3 You may delete your Account at any time, for any reason, by following the instructions on the SofaX Platform and/or Services. We may terminate your account in the event you have breached any of these Terms or any of your representations and warranties is found to be untrue, false or inaccurate.

2.4 We reserve the right, but shall not be obliged to:

- (a) monitor, screen or otherwise control any activity, content or material on the SofaX Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of these Terms contained herein and may take any action it deems appropriate;
- (b) prevent or restrict access of any an authorised user to the SofaX Platform and/or the Services;
- (c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
- (d) to request any information and data from you in connection with your use of the Services and/or access of the SofaX Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

2.5 Upon any termination of these Terms, you shall immediately cease all access to and use of the SofaX Platform and/or Services and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this SofaX Platform and/or Services in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations of the parties arising before the date of termination. You furthermore agree that SofaX shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the SofaX Platform and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of SofaX, in operating the SofaX Platform and/or providing Services, your sole and exclusive remedy is to discontinue using the SofaX Platform and/or the Services.

3. Product Description and Prices

3.1 We shall use our reasonable endeavor in ensuring all information on the SofaX Platform and/or Services, including the product description and listed prices are accurate at all time. We shall not be held responsible for any inaccurate and/or misleading product description and listed prices for the products not listed by us, including but not limited to the merchants and third-party sellers.

3.2 The colours of products listed on the SofaX Platform and/or Services including but not limited to the colour, size may vary depending on a number of factors, such as the display settings of your device. All images on the SofaX Platform and/or Services are for illustration purposes only.

- 3.3 Unless otherwise stated, all prices shown on the SofaX Platform and/or Services are quoted in Malaysian Ringgit (RM).
- 3.4 We reserve the right to adjust the prices, products, product descriptions and special offers at any time at our sole discretion.
- 3.5 Any typographical clerical or other error or omission in any quotation or other document or information issued by SofaX in SofaX Platform shall be subject to correction without any liability on the part of SofaX.

4. **Scan-To-Pay Services**

- 4.1 SofaX offers a cashless payment mechanism called “**Scan-To-Pay**” service that allows you to make cashless payment to merchants via Scan-To Pay.
- 4.2 Scan-To-Pay supports payment made on the SofaX Platform via Credit/Debt card, online banking or such other payment method as may be accepted by us from time to time.
- 4.3 Scan-To-Pay transactions are made after you have received your products and/or services from the merchant.
- 4.4 All transactions carried out through Scan-To-Pay are directed and initiated by you and is in no way, controlled by SofaX. In particular, the Final Amount Payable amount shall be based on the amount specified and input by you onto our SofaX Platform. WE SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF YOUR FAILING TO INPUT THE CORRECT FINAL PAYABLE AMOUNT.

Final Payable Amount means the price payable by you as displayed on the confirmation page which shall be based on the merchant’s Bill Amount (an amount specified and input by you onto SofaX Platform) less relevant points and/or cashback, if applicable.

Bill Amount means the bill amount that is required to be paid by you for the purchase of products and/or services from merchants.

- 4.5 We merely act as a facilitator to assist you in making cashless payment at the merchant’s participating outlet, whether online or at the physical store, via Scan-To-Pay by hosting, maintaining and facilitating transactions between you and merchants via internet.
- 4.6 In relation to your selected payment mechanism i.e. such payment mechanism which you have linked to your Account, you represent and warrant to be the authorised holder of such selected and eligible Credit / Debit card, online banking or other payment method as may be accepted by us from time to time (“**Payment Method**”).

- 4.7 When a transaction takes place, payment is processed whereby (i) credit card / debit card / online banking information is held and (ii) price of the transaction is charged to a selected Payment Method immediately.
- 4.8 You must provide at least one (1) current, valid and accepted Payment Method (as may be updated periodically) in order to utilise the Scan-To-Pay in full.
- 4.9 No cancellation by you is permitted for payments made through Scan-To-Pay. However, you may communicate with the merchant to request for a cancellation or termination. In the event of cancellation by the merchant, we shall refund the Final Payable Amount (less any handling fee or administrative charge chargeable at SofaX's discretion) made by you. In the event of a partial cancellation by the merchant, we shall refund such part of the Final Payable Amount (less any handling fee or administrative charge chargeable at SofaX's discretion) as instructed by the merchant. All refund or partial refund shall be made through the original payment method from which the Final Payable Amount was deducted and may take up to 14 business days to process. To facilitate the refund process, you shall ensure that the payment information and/or details are accurate as the default refund method depends on your original payment method from which the Final Payable Amount was deducted.
- 4.10 If one (1) Payment Method fails to transact, we retain the right to request and/or seek payment from you through other avenues. Payment Method(s) may be changed at the "Payment" page on the SofaX Platform. In the situation whereby a payment transaction is unsuccessful due to whatsoever reason, you are recommended to change the pre-selected Payment Method to ensure a subsequent payment can be successful transacted. For the avoidance of doubt, any concern, dispute or query in respect of the use of a selected payment method shall be resolved between you and the relevant financial institution and/or credit/debit card issuer.
- 4.11 By using Scan-To-Pay, you irrevocably acknowledge and agree that we may use all information, including personal and billing information, provided to us in the course of using the Services ("**Payment Details**"). You acknowledge and agree that it is your sole responsibility to ensure that all your Payment Details are correct, complete and accurate in every respect and you understand that time is required to process your Payment Details. The Payment Details provided by you will be treated as final and we are not obliged to verify the Payment Details with you. In addition, by providing us with your Payment Details, you agree to pay or authorise us to deduct from your Account all fees and charges associated with your Payment Details. For the avoidance of doubt, any concern, dispute or query in respect of a Payment Details or the functionality of a selected payment method shall be resolved between you and the relevant financial institution, credit/debit card issuer and/or e-wallet operator.
- 4.12 We shall not be responsible and will not assume liability for any losses and/or damages to you arising from wrong information and details, including payment information and/or card details, entered by you or wrong remittance by you in connection with the payment for purchase of aproducts and/or services from Merchant. We reserve all rights to verify whether you are duly authorised to use

certain payment method and we may suspend a payment transaction until such authorisation is confirmed or cancel such relevant transaction where such confirmation is not available.

4.13 The usage of Scan-To-Pay is also subject to the following providers terms and conditions:

- (a) [Visa Terms and Conditions](#)
- (b) [Mastercard Terms and Conditions](#)

4.14 You hereby irrevocably acknowledge and agree that:

- (a) we merely facilitate you to make cashless payments at merchant's participating outlet;
- (b) any and all information about the products and/or services are provided by the merchant to you;
- (c) the merchant is the ultimate seller and actual service provider;
- (d) the merchant, and NOT us, is solely responsible for providing and/or fulfilling the product and/or services sold to and purchased by you;
- (e) the merchant is solely responsible to perform the warranty or honour the guarantee (if any) attached with the products and/or service purchased;
- (f) any dispute arising in connection with the provision, fulfilment or performance of the products and/or services shall be resolved between you and the merchant only; and
- (g) you have read and understood all terms and conditions accompanying the cashless payment(s) made by you.

5. Restriction of Use

5.1 Your use of the SofaX Platform and/or Services is subject to the following restrictions, you represent, warrant, and agree that you will not use the SofaX Platform and/or Services or interact with the SofaX Platform and/or Services in a manner that:-

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including ours);
- (b) Violates any law or regulation;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise inappropriate;

- (d) Jeopardizes the security of your Account or anyone else's;
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Run any form of auto-responder or "spam" on the SofaX Platform and/or Services, or any processes that run or are activated while you are not logged into the SofaX Platform and/or Services, or that otherwise interfere with the proper working of the SofaX Platform and/or Services;
- (h) Copies or stores any significant portion of the Content (as defined hereunder);
- (i) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the SofaX Platform and/or Services.

5.2 Without prejudice to our rights and remedies in law and/or equity, a violation of any of the foregoing is a ground for termination of your right to use or access the SofaX Platform and/or Services.

5.3 The materials displayed or performed or available on or through the SofaX Platform and/or Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, reviews, and so forth ("**Contents**") are protected by relevant intellectual property laws. You agree to abide by all notices, disclaimers, information and restrictions contained in any Content you access through the SofaX Platform and/or Services, and SofaX hereby grants you a limited, non-transferrable, non-sublicensable, non-exclusive and revocable license to access and make use of the Contents for non-commercial purposes. The license granted herein is expressly limited to your usage and in no way permit you to further commercialization of the SofaX Platform and/or Services and other intellectual property Contents.

5.4 For the avoidance of doubt, notwithstanding that the SofaX Platform and/or Services may allow you to copy or download certain Content, you shall always ensure that you do not to use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit the Content for any purpose save for personal use.

6. Limited License

6.1 We hereby grant you a limited, non-transferrable, non-sublicensable, non-exclusive and revocable license to access and make use of the SofaX Platform and/or Services for non-commercial purposes solely in accordance with, and subject to these Terms. The license granted under these Terms does not permit your further commercialization of the SofaX Platform and/or Services and other

intellectual property of SofaX. Your license confers no title or ownership in the SofaX Platform and/or Services or any part thereof. You agree that your use of the license should be lawful and that you will comply with these Terms.

7. User Generated Content

- 7.1 The SofaX Platform and/or Services may include information and materials uploaded by other users of the SofaX Platform and/or Services, including access to community features or functionality and other interactive features and areas where you may submit, post, upload, publish, email, send or otherwise transmit, or interact with Content, including but not limited to images, photos, videos, sounds, information and materials ("**User Generated Content**"). By submitting User Generated Content through the SofaX Platform and/or Services, you grant SofaX a worldwide, non-exclusive, transferrable, and royalty free right to use, copy, display, store, adapt, publicly perform and distribute such User Generated Content in connection with the SofaX Platform and/or Services.
- 7.2 You further agree that SofaX is not responsible for the accuracy, currency, suitability, or quality of any User Generated Content and you hereby release SofaX from all damages, liability, claims, actions, demands and cost of every kind and nature arising out of or in any way connected to the User Generated Content. Any interaction between you and other users are solely within you and the users and SofaX will not be responsible for any loss or damage incurred as the result of such interactions. In no event shall SofaX be considered the licensor of the User Generated Content, to have granted any rights to use the User Generated Content, to have assumed any obligations with respect to the User Generated Content, or to have made any representations or warranties with respect to the accuracy of the User Generated Content.

8. User Generated Virtual Reality Designs

- 8.1 By using SofaX Platform and/or Services to design your house, you agree that the intellectual property rights in relation to the content, design, house models that you have created by using SofaX Platform and/or Services ("**User Generated VR Designs**") shall belong to SofaX. By creating User Generated VR Designs through the SofaX Platform and/or Services, you grant SofaX a worldwide, non-exclusive, transferrable, and royalty free right to use, copy, display, store, adapt, publicly perform and distribute such User Generated VR Designs.

9. Ownership

- 9.1 You acknowledge that all trademarks, service marks, copyrights and logos (collective as "**Marks**") on the SofaX Platform and/or Services are owned and operated by SofaX. Neither of these Terms nor your access to the SofaX

Platform and/or Services transfers to you or any third party any rights, title or interest in or to such Marks, except with prior written consent of SofaX.

10. Trademarks and copyrights

- 10.1 All intellectual property rights, whether registered or unregistered, in the SofaX Platform and/or Services, including but not limited to design, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (collectively referred to as “**Intellectual Property**”) shall remain our property or where applicable, our affiliates or third party intellectual property owners. The entire contents of the SofaX Platform also are protected by copyright as a collective work under Malaysia copyright laws and international conventions. All rights are reserved.
- 10.2 No part or parts of the SofaX Platform may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment any Intellectual Property without our prior written permission or that of the relevant Intellectual Property owners.

11. Third Party Links and Advertisements

- 11.1 The SofaX Platform and/or Services may contain links to third party websites and/or advertisements for third parties. These websites and advertisements are not owned or controlled by SofaX and SofaX assumes no responsibility for the content, the privacy policies, or practices of these websites and advertisements. By using the SofaX Platform and/or Services, you acknowledge and agree that SofaX shall not be responsible for your use of any third-party website. Your use of all third-party websites and advertisements are at your own risk, and you should apply a suitable level of caution and discretion in doing so. You should make necessary checks you feel necessary or appropriate before proceeding with any transaction in connection with such websites and advertisements.

12. Copyright Infringement

- 12.1 If you are a copyright owner or agent thereof and believe that any Content on our SofaX Platform and/or Services infringes upon your copyright and wish to have the alleged infringing material removed, you may submit a notification to us with the following information in writing at general@sofax.com:-
- (a) A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the copyright owner;
 - (b) Identification of the copyrighted work claimed to have been infringed;

- (c) Identification of the material that is claimed to be infringing or to be subject of infringing activity and that is to be removed;
- (d) Information to enable us to contact you, such as an address, telephone number and email address;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- (f) A statutory declaration made pursuant to the Statutory Declaration Act 1960 declaring that the information submitted in the notification is accurate and that you are the copyright owner or a person authorized to act on behalf of the copyright owner.

13. Warranty Disclaimer

13.1 You agree that your use of the SofaX Platform and/or Services shall be at your sole risk. To the fullest extent permitted by law, SofaX, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the SofaX Platform and/or Services and your use thereof. SofaX makes no warranties or representations about the accuracy or completeness of the Content or the content of any linked sites and assumes no liability or responsibility for any:-

- (a) Errors, mistakes, or inaccuracies of Content;
- (b) Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our SofaX Platform and/or Services;
- (c) Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- (d) Any interruption or cessation of transmission to or from our SofaX Platform and/or Services;
- (e) Any bugs, viruses, trojan horses, or the like which may be transmitted to or through our SofaX Platform and/or Services by any third party; and/or
- (f) Any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the SofaX Platform and/or Services.

13.2 SofaX does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the SofaX Platform and/or Services or any hyperlinked services or featured in any banner or other advertising, and SofaX will not be a party to or in any way be

responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

- 13.3 You hereby release and forever discharge us from, and hereby waive and release, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, your use of the SofaX Platform and/or Services, any interactions or transactions of you with, or act or omission of you in relation to other users.
- 13.4 You acknowledge and agree that the actual completed house may be different or deviate from the design and building plan approved by the appropriate authorities and SofaX shall not be held liable for any inaccuracy or difference between the actual completed house and VR Houses in respect of the following:-
- (a) description and size of the area;
 - (b) any inaccurate, missing, wrongly placed wall, structure, wiring, beam and any construction works.
- 13.5 If you confirm to SofaX that you are the owner or have the lawful rights with respect to the use or access to the selected virtual house, you undertake, represent and warrant that:-
- (a) SofaX and its Affiliates is hereby granted a royalty-free, non-exclusive, right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially and non-commercially exploit in any manner, any and all of the selected virtual house, provided that SofaX will not alter any third-party trademarks;
 - (b) SofaX has no obligations to verify the accuracy, completeness and legality of the confirmation; and
 - (c) SofaX retains the right to determine the usage and placement of selected virtual house, and its structure, appearance, design, functionality and all other aspects within SofaX Platform and the Services.

14. Assignment

- 14.1 No employment, agency, or joint venture is created hereunder. These Terms, any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SofaX without restriction.

15. Governing Law and Dispute Resolution

- 15.1 These Terms shall be governed by, and shall be construed in accordance with, the laws of Malaysia, without regard to the conflict of laws principles. Any dispute, controversy or claim arising out of or relating to these Terms, shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre (“**AIAC**”) located in Kuala Lumpur in accordance with the Arbitration Rules of the AIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Kuala Lumpur, Malaysia. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be in English.

16. Entire Terms

- 16.1 These Terms constitutes the entire agreement between you and SofaX regarding its subject matter. Should any provision of these Terms be held to be void or invalid, that fact will not affect any other provision, and the remainder of these Terms will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Failure by either party to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision.

17. Language

- 17.1 These Terms are written in English with a reference translation in another language (if necessary). In the event of any conflict in interpreting or construing these Terms, the English version shall prevail.

18. Electronic Communications

- 18.1 You agree that the communications between you and SofaX uses electronic means. For contractual purposes, you:-
- (a) Consent to receive communications from SofaX in an electronic form; and
 - (b) Agree that all terms and conditions, agreements, notices, disclosures, and other communications that SofaX provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing.
- 18.2 The foregoing does not affect your non-waivable rights.